

## DEED OF MORTGAGE BY CONDITIONAL SALE

THIS DEED OF Sale made is at... this ... day of... between Mr. A residing at ... hereinafter referred to as the Vendor, of the One Part, and Mr. B residing at ... hereinafter referred to as the Purchaser of the Other Part.

WHEREAS the Vendor is seized and possessed of or otherwise well or sufficiently entitled to the land and premises situate at ... and more particularly described in the Schedule hereunder written.

AND WHEREAS the Vendor Is In need of money and has requested the Purchaser to advance to him a sum of Rs. ... which the Purchaser has agreed to do on the Vendor agreeing to execute this deed of sale in favour of the Purchaser in respect of the said property in the manner following.

NOW THIS DEED WITNESSETH THAT

1. Pursuant to the said agreement and In consideration of the said sum of Rs ..... paid by the Purchaser to the Vendor on the execution of these presents (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby grant and convey unto the Purchaser all the said piece of land with building thereon and situate at ..... and more particularly described in the Schedule hereunder written together with all and singular all the things permanently attached thereto or standing thereon and all the liberties, easements, profits, privilege. rights. members and appurtenances whatsoever to the said piece of land and premises belonging or in anywise appertaining to or with the same or any part thereof and now or at any time hereafter usually held, used, occupied or enjoyed or reputed as part or member thereof or be appurtenant thereto And all the estate, right, title. claim and demand of the Vendor into and upon the said land and other the

premises hereby granted TO HOLD the same unto and to the use of Purchaser subject to what is hereafter provided and subject to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipal Corporation or any other local authority.

2. And it is hereby agreed and declared that if the Vendor shall, at any time hereafter repay to the Purchaser the said sum of Rs ..... within a period of ... years that is on or before the ..... day of ..... the grant and transfer of the said property as hereinbefore provided shall become void and in that event the Purchaser shall retransfer the said property to the Vendor or his heirs, executors, administrators or assigns by executing a document of re-sale.
3. Provided however and it is agreed that, if the Vendor or his heirs, executors, administrators or assign shall fail to repay the said amount of Rs. ... within the said period then the grant and transfer of the said property to the Purchaser hereby made shall become absolute in favour, of the Purchaser his heirs, executors, administrators or assigns.
4. And the Vendor doth hereby covenants with the Purchaser that –
  - (a) The Vendor has good right and full power to grant the said land and building hereby granted or expressed so to be and every part thereof unto and to the use of the Purchaser in manner aforesaid.
  - (b) That the Purchaser shall quietly possess and enjoy the said property and receive the rents, Income and profits thereof without any lawful interruption or disturbance whatsoever by the Vendor or any person or

persons lawfully claiming under from or through him and shall be at liberty to pay thereout the Govt. revenue and all other charges of a public nature and all rents if any accruing due in respect of the said premises during such possession and any arrears of rent in default of payment of which the said land and premises may be summarily sold and all expenses incurred for the management of the said premises and the collection of rents. Income, profits and all other outgoing including costs of repairs of the said premises.

- (c) That the said premises are free and clear and freely and clearly and forever released and discharged or otherwise by the Vendor well and sufficiently saved, kept harmless and indemnified of and from and against all previous and other estates, title, charges and encumbrances whatsoever had made. executed or suffered by the Vendor or any other person lawfully claiming under him.
  
- (d) That the Vendor and all persons claiming any estate or Interest In the said premises under him, shall and will from time to time and at all times hereafter upon the request of the Purchaser and at the costs of the Vendor do and execute or cause to be done or executed, all such acts, deeds and things whatsoever for further and more perfectly assuring all or any of the said premises unto and to the use of the Put-chaser in such manner aforesaid as shall or may be reasonably required by the Purchaser.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

*THE SCHEDULE ABOVE REFERRED TO*

Signed and delivered by the withinnamed Vendor Mr.

in the presence of ...

1.

2.